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Town Manager

**TOWN OF KITTERY**  
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## **TOWN OF KITTERY, MAINE**

### **REQUEST FOR BID Roof Repair and Replacement Town Hall Building**

The attached minimum specifications are submitted and sealed bids will be received no later than 2:00 p.m., Monday, September 22, 2014 at the Office of the Town Manager, 200 Rogers Road, Kittery, Maine 03904, for roof repair and replacement of the Kittery Town Hall Building. The estimated total area of the roof is 35,000 sq. ft.

Proposals, clearly marked “**Town Hall Roof Repair and Replacement**” will be accepted until 2:00 p.m. on Monday September 22, 2014 at which time they will be publicly opened and read.

The attached specifications are minimum specifications. All other items not specified shall comply with the National Roofing Contractors Association’s (NRCA) Roofing and Waterproofing Manual and Maine Uniform Building and Energy Code (MUBEC).

The proposals will be reviewed by the Town Manager and a determination will be made within 10 working days of the bid that best meets the needs of the Town of Kittery. The successful bidder will be notified and at that time be required to furnish a Performance Bond and a Labor and Materials or Payment Bond, each in the amount of 100% of the accepted bid price.

The successful bidder shall defend any and all suits and assume liability for the suit of any patented articles and devices forming part of the roofing system.

The Town of Kittery reserves the right to reject any or all bids, to waive technical deficiencies or informalities, and to accept any bid that it may deem to be in the best interest of the town.

## **SPECIFICATION & TERMS AND CONDITIONS Town Hall Roof Repair and Replacement**

**Background:** The Town of Kittery, Maine is requesting bids from qualified contractors to replace and repair the roof of the Kittery Town Hall. The Town Hall, located at 200 Rogers Road Extension, was built in 1998 and consists of asphalt shingles over a plywood underlayment roof.

**Pre-bid Meeting and Inspections:** A pre-bid meeting will be held Thursday, September 11, 2014 at 9 am at the Town Hall. Additional pre-bid inspections may be scheduled by contacting David O'Brien, Fire Chief at 207-252-4334.

**Scope of Work:** The work shall consist of roofing the Kittery Town Hall, including removing the existing shingles and underlayment, removing and replacing any sheathing due to water damage or rot and disposing of the existing roofing, underlayment and any other construction debris, preparing the surface, installing new roofing underlayment, installing new “architectural style” shingles and new ridge cap. Installing new ice and water shield, replacing all drip edge, installing new boots on all “stink” pipes and inspecting, removing and installing any new roof fan vents that may be needed. This work shall also include removing any rotten or water damaged roof sheathing and boards and replacing them with new materials and removing and replacing any rotten or water damaged trim/fascia boards. Work shall also include removing all existing gutters and hardware and reinstalling after roof and trim work is complete. The total roof area is approximately 35,000 square feet. The work shall commence immediately upon contract execution and be completed within 45 days.

**Materials:**

1. Shingles: Work to be performed using new 50 year GAF, Grand Timberline Premium Asphalt Architectural Shingles. High Definition Asphalt Roofing Shingles, or approved equal. Ridge Cap shall be GAF Timbertex Ridge Cap.
2. Roofing Underlayment: Roof Top Guard II or approved equal.
3. Ice and Water Shield: Cold applied, self-adhering, high strength polyethylene film, Grace Ice and Water Shield or approved equal.
4. Drip-edge: 8” galvanized.
5. Flashing: 8” aluminum
6. Trim and Fascia Boards: Cellular PVC trim boards, AZEC or approved equal.

**General:** The existing roofing shall be removed and disposed of in accordance with applicable National, State and Local laws. The existing surface shall be smooth and free of

protruding nails prior to placing underlayment, ice and water shield and roofing. Ice and Water shield shall be applied for a total of six (6) feet or two courses from the leading edge of the roof. It shall also be installed around the vents, leading edges, valleys and any roof protrusions. Drip edge shall be installed at the leading edges of the roof and the rakes. Roof Top Guard II shall be applied over the entire roof in accordance with manufacturer's recommendations. Shingles shall be installed in accordance with the manufacturer's recommendations good building construction practices. Nails shall be large head hot dipped galvanized and shall be hard nailed into the shingles according to standard industry practices. All work and the completed installation for the roof shall conform to the State of Maine Uniform Building and Energy Code and the National Roofing Contractors Association Roofing and Waterproofing Manual.

Shingle colors shall be selected by the Town Manager from manufacturer's standard colors.

If the Town determines that non-conforming work substantially conforms to the Contract, the Town may accept the non-conforming work, provided that the Town may require a credit to the Town to be deducted from amounts otherwise due the Contractor. If the Town and the Contractor cannot agree to the amount of the credit, the work shall be unacceptable as directed by the Town at the expense of the Contractor, without cost or liability to the Town.

Work shall not unduly disrupt the day-to-day activities of the Town. Work shall be performed during the hours of 7:00 a.m. to one hour before sunset.

The Contractor shall install water cut-offs or covers at the end of each working day to protect the insulation, roofing, building and building interior from damage due to wind, snow and rain. Temporary water cut-offs are to be detailed by the Contractor and approved by the Town.

**Variation from Materials Specified:** Whenever and wherever items have been identified by describing a proprietary product, such identification is intended to be descriptive, but not restrictive, and is used to indicate the quality and characteristics of products that are satisfactory for use. Bids shall be considered as offering the item specified in the Request for Bid. The Town may consider all alternates submitted by the Contractor, but is not bound to accept and which in its opinion, is not in the Town's best interest and are determined by the Town to be of equal value in all material respects to the proprietary items specified. The evaluation of and determination as to equality of the product offered shall be the responsibility of the Town and will be based upon information furnished by the Contractor, as well as information reasonably available to the Town.

**Quality and Standards:** Materials and manufactured products incorporated into the work shall be new, free from defect, and in conformity with the specifications and contract. The Town may reject the finished product if any of the components do not comply with

specifications. The Town may reject materials not conforming to the Specifications at any time, and the Contractor shall remove them from the project site immediately. The Contractor shall not store or use rejected materials on any Town project.

If there is no applicable standard set forth in this contract for particular work, then the Contractor shall perform that work in accordance with industry standards prevailing at the time of bid. Should the Town determine the work is non-conforming, the Contractor shall remove, replace, or otherwise correct all unacceptable work as directed by the Town at the expense of the Contractor without cost or liability to the Town.

**Submittals:** The Contractor shall submit manufacturers' specifications, product data and installation instructions (cut sheets) for all items furnished. The Contractor shall not be relieved of responsibility for any deviation from the requirements of the specifications unless the Contractor has specifically informed the Town in writing of such deviation at the time of submission and the Town has given approval to the specific deviation. No portion of the work shall be commenced until the Town has approved the submittal.

The Contractor shall submit two (2) copies of shop drawings and submittals to the Town for review at least 10 working days prior to commencement of the work. Drawings and submittals shall be approved by the Town prior to commencement of work.

**Delivery, Storage and Handling:**

1. Store materials off the ground and protected from the weather
2. Deliver products and manufacturers' original containers, dry, undamaged, with seals and labels intact.

**Installation:**

1. Installation, handling and storage of materials shall comply with manufacturer's instructions and recommendations.
2. The Contractor shall make provisions to allow safe access to the work for the Town in order to inspect the work, facilitate ongoing inspection of the work and to measure the work for payment purposes.
3. Complete installation to provide weather tight service for the recommended shingle manufacturer's warranty period.
4. Completed installation for the roof system shall conform to all applicable National, State and Local codes.
5. Responsibility for existing structure removal of existing materials shall be accomplished without damage to the portion of the structure that is to remain. The Contractor shall be responsible for all damage to the existing structure resulting from an act, omission, neglect, or misconduct of the Contractor until final acceptance by the Town. The Contractor shall, at its sole expense, rebuild, repair, restore, or replace such damaged property or otherwise make any good losses that arise from such damage.

**Safety:** The Contractor shall be responsible for the safety of all operations in connection with the Contract and shall take all necessary actions to ensure safety of all persons who may be in, on or adjacent to the work site. The Contractor shall perform work in a manner that is in compliance with applicable OSHA requirements and established safety practices. Failure of the Contractor to comply with applicable OSHA requirements or to follow all established safety practices pertaining to the work being performed, will result in the immediate suspension of work on the entire project until all unsafe practices are corrected and are in compliance with applicable requirements, standards or practice.

**Environmental Requirements and Waste Materials:** The Contractor shall remove all construction debris and all waste materials and dispose of it in accordance with all Federal, State and Local laws. All work areas are to be swept and left neat and clean after each day's work is completed and at the end of the project. All materials removed from the site shall be the property of the contractor. Sale of these materials on site is prohibited. The contractor shall make his own arrangement for disposal of materials taken from the site.

**Permits, Fees and Notices:** The Contractor shall also acquire, at its sole expense, all licenses, permits and other permissions that are necessary. The cost of the Town of Kittery Building Permit shall be waived for this contract.

**Final Cleaning:** The Contractor shall ensure the following cleaning is accomplished:

1. Clean project site, yard, grounds, areas disturbed by construction vehicles and activities including landscape areas of rubbish, waste material, litter and other foreign substances.
2. Sweep paved areas broom clean especially looking out for nails and other fastener products.
3. Remove tools, construction equipment, machinery, and surplus material from the project site.
4. Remove debris and surface dirt and dust from roofs and similar spaces.
5. Touch up and otherwise repair and restore marred exposed finishes and surfaces.

**Closeout Documentation:** The Contractor shall prepare and submit Project Warranties and similar final record information. The Contractor shall guarantee work for ten (10) years from date of final acceptance by the Town. The physical work must be complete and in conformity with the contract in order for the Town to "Final Accept" the project. All defects, including leaks occurring during the guarantee period, shall be corrected without cost to the Town. The Contractor unconditionally warrants and guarantees to the Town that all work will be of good quality, free from faults and defects, and in conformance with the specification. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Town, the Contractor shall furnish satisfactory evidence as to the kind of quality of materials and equipment. If the Town discovers any warranty defects during the warranty period, the

Contractor agrees to perform all remedial work, at no additional cost or liability to the Town. Remedial work will be completed within two weeks unless a more immediate response is required for safety or convenience, as determined by the Town.

The Contractor agrees that the warranty obligations provided by this contract shall be reported as an outstanding obligation in the event of bankruptcy, dissolution, or the sale, merger, or cessation of operations of the Contractor.

**Method and Measurement:** The Town of Kittery Town Hall Roof repair and replacement will be measured for payment on the per square basis (1 square = 100 square-feet).

The removal and replacement of fascia and trim boards will be measured by the linear foot, complete and in place.

The removal and replacement of the roof sheathing will be measured by the square foot, complete and in place.

**Basis of Payment:** The Town of Kittery Town Hall roof repair and replacement will be paid for at the contract unit bid price of per square pricing, complete and accepted which shall be full compensation for the work indicated in the specifications and as called for in the contract, including removing and disposing of existing roofing materials and construction debris, furnishing and installing new architectural shingles, underlayment, Ice and Water Shield, flashing, drip edge and all other materials required to perform this work.

The accepted item for replacement of sheathing will be paid for at the contract unit sum price complete in place and accepted.

The accepted item for replacement of fascia and trim boards will be paid for at the contract unit sum price complete in place and accepted.

**Payment will be under:**

Building Roofing	Per-Square (100 square-feet/square)
Replace fascia and Trim	Linear Foot
Replace Sheathing	Square Foot

**Insurances:** The Contractor's Public Liability and Property Damage Insurance shall provide adequate protection against public liability, property damage, and vehicular liability. The Contractor shall supply a copy of insurance coverage as detailed below to the Town before the start of work on this project.

Minimum insurance requirements, naming the Town of Kittery as additional insured, are as follows:

1. Workmen's Compensation Insurance – Legal Requirements
2. Commercial General Liability
  - a. Commercial General Liability on an occurrence (as opposed to claims-made) basis with general aggregate limit applicable per project and per location. (ISO CG2503 and CG2504, or equivalents)
 

Each occurrence limit	\$1,000,000
General aggregate limit	\$2,000,000
Products/Comp. op. aggregate limit	\$2,000,000

An additional insured provision is to apply for the Town, their respective officers, officials, agents, and employees on a primary, non-contributory basis. Coverage for contractual liability is to be included for the indemnification provisions of this contract.

- b. Automobile liability for owned, hired, and non-owned autos with a combined single limit each accident of \$1,000,000.
- c. Workers Compensation insurance to comply with the requirements of Maine statutes, plus employer's liability for:
 

Each accident	\$500,000
Each employee	\$500,000
Policy Limit (disease)	\$500,000
- d. Umbrella liability in amounts of:
 

Each occurrence	\$2,000,000
Aggregate limit	\$2,000,000

Umbrella liability must be excess over all underlying LIABILITY coverage.

**Indemnification:** Notwithstanding the availability and policy limits of any insurance, the Contractor hereby agrees to defend, indemnify and hold harmless the Town, its officers, officials, and employees ("Indemnified Parties") against any claims made or legal actions brought against an Indemnified Party(ies) by any person or entity as a result of or arising from injuries, damages, expenses and losses actually or allegedly incurred by such a person or entity ("Liabilities") arising out of or relating to the Contractor's performance or failure to perform pursuant to this Contract, except where the Liabilities are the result of an Indemnified Party's own direct and sole negligence. This obligation shall survive the termination, completion or expiration of this Contract. The Contractor shall promptly notify the Town of any claim or action brought in connection with this Contract and thereupon shall promptly take over and defend any such claim or action.

**Termination:** If the Contractor is adjudged a bankrupt, or if he shall make a general assignment for the benefit of his creditors, or if a receiver of his property is appointed, or if

the work to be done under the Contract is abandoned, or if the Contract or any part thereof is sublet without the previous written consent of the Town, or if the Contract or any claim thereunder is assigned by the Contractor otherwise than as herein specified, or if at any time the Town is of the opinion that the work, or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of the Contract, the Town may notify the Contractor to discontinue all work, or any part thereof and thereupon the Contractor shall discontinue such work or such part thereof as the Town may designate, remove his equipment, tools, supplies and materials as the Town directs, and the Town may thereupon, by contract or otherwise, as it may determine, complete the work, or such part thereof, and charge the entire expense of so completing the work or any part thereof to the Contractor.

**Severability:** If any part of the Contract is found to be void or legally unenforceable, all remaining provisions continue to be binding and valid, and those unenforceable sections are to be interpreted if possible to best reflect the intention of the parties.

**Governing Law:** This agreement is governed and enforced by the Laws of the State of Maine.



## Town Hall Roof Replacement Bid Form

The Contractor shall furnish all materials and perform all work described in the Contract Documents. The Bidder must complete this Form to provide the Unit or Lump Sum price of each Item and the total Bid amount. The form must be completed in ink and submitted with the Bid.

NO.	ITEM DESCRIPTION	UNIT	Approx. Quantity	UNIT COST	AMOUNT
1	Building Roofing (per square – 100 s.f. per square)	Square	350	\$	\$
2	Replace Fascia and Trim	LF	n/a	\$	
3	Replace Sheathing	S.F.	n/a	\$	
<b>BASE BID TOTAL</b>					\$

The Contractor, for itself, its successors and assigns hereby acknowledges that the quantities and prices given in this Schedule of Items will be used as the basis for determining the Base Bid, original Contract amount and for determining the amounts of the required Performance Payment Bond and Contract Payment Surety Bond.

### CONTRACTOR

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Date